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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91210559
Party	Plaintiff NetCloud, LLC
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Hilltop Hospitality, \$90

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Hilltop Hospitality payable

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to NetCloud

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OPPOSER'S

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1 A P P E A R A N C E S

2

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1 IT IS HEREBY STIPULATED AND AGREED, by and
2 between counsel for the Opposer and counsel for the
3 Applicant, that this deposition may be taken in shorthand
4 by Beth O. Zink, a notary public and shorthand reporter,
5 and afterwards transcribed into typewriting; and the
6 signature of the witness is expressly waived by agreement
7 of the parties.

8 * * * * *

9 MR. TUREK: Today we're here for the testimony
10 deposition of Mehul Satasia, and he is testifying on
11 behalf of Opposer, NetCloud, LLC.

12 Just some basic instructions for you, Mehul.
13 Please, if you don't understand a question, please ask me
14 to repeat it or rephrase it.

15 MR. SATASIA: All right.

16 MR. TUREK: If you don't hear me clearly,
17 please ask me to re-ask the question. Please make sure
18 you speak clearly, slowly, loudly so that our court
19 reporter can hear everything and so that our other guests
20 here can also hear everything that you say. Do you have
21 any questions for me before we begin?

22 MR. SATASIA: No.

23 (Whereupon, the witness was sworn.)

24 * * * * *

25 MEHUL SATASIA,

1 produced, sworn and examined on behalf of the Opposer,
2 deposes and says:

3 DIRECT EXAMINATION,
4 QUESTIONS BY MR. TUREK:

5 Q. Can you state your full name for the record.

6 A. Mehul Satasia.

7 Q. Can you spell that slowly for our court
8 reporter?

9 A. M-e-h-u-l, S-a-t-a-s-i-a.

10 Q. Thank you. And how old are you, Mehul?

11 A. Thirty-one years old.

12 Q. And what is your position with the Opposer in
13 this case?

14 A. I'm the managing member of NetCloud, LLC.

15 Q. Okay. And who is the founder of NetCloud,
16 LLC?

17 A. I am.

18 Q. And what are your responsibilities as the
19 managing member of NetCloud, LLC?

20 A. Day-to-day operations, marketing, support,
21 pretty much everything.

22 Q. Okay. And are you currently familiar with all
23 the operations of NetCloud, LLC?

24 A. Yes, I am.

25 Q. And what did you do prior to founding and

1 **operating NetCloud?**

2 A. I was an engineer.

3 **Q. And what kind of engineer were you?**

4 A. I was a chip design engineer.

5 **Q. Excuse me?**

6 A. Chip design, chip design engineer.

7 **Q. And who did you work for?**

8 A. MicroChip.

9 **Q. And is MicroChip located in --**

10 A. Austin.

11 **Q. -- Austin?**

12 A. Austin, Texas, yes.

13 **Q. And are you a college graduate?**

14 A. Yes, I am.

15 **Q. And where did you go to college?**

16 A. University of Texas at Austin.

17 **Q. And does NetCloud have any other owners or**
18 **members?**

19 A. No, they do not.

20 **Q. And does NetCloud have any other employees?**

21 A. No.

22 **Q. Do you have any contractors that work for you?**

23 A. Yes.

24 **Q. And what do they do?**

25 A. They do primarily support for NetCloud.

1 Q. Do you hold any other employment?

2 A. No, I don't.

3 Q. And do you have any other significant sources
4 of income other than what you make through NetCloud?

5 A. No, I don't.

6 Q. Can you provide us with an overview of all the
7 services offered by NetCloud?

8 A. We do cloud hosting. We do backups. We do
9 monitoring. We do system admin support, and that's just
10 one of the four top ones that I can remember really, so --

11 Q. Okay.

12 A. But there's a lot more that goes with it that
13 are not advertised.

14 Q. Okay. Do they sort of go along with the
15 services you provide?

16 A. Correct.

17 Q. And what trademark does NetCloud, LLC use to
18 advertise and sell those services?

19 A. NetCloud.

20 Q. And has NetCloud, LLC always done business
21 under the name NetCloud?

22 A. That is correct.

23 Q. And has NetCloud ever done business under a
24 different name?

25 A. No.

1 Q. And as far as you know, if you do have this
2 knowledge, how does the public know or refer to your
3 business?

4 A. NetCloud.

5 Q. Do they know your business under any other
6 name?

7 A. No.

8 Q. Do they know your services under any other
9 name?

10 A. No.

11 Q. I'm going to be showing you a copy of the
12 Applicant's trademark application for NetCloud in this
13 case.

14 A. Okay.

15 Q. This is already evidence of record by virtue
16 of being the opposed application. Take a moment to review
17 that application. Have you had a chance to fully review
18 it?

19 A. Yeah, I'm still looking through, if you give
20 me a couple minutes.

21 Q. Okay.

22 A. Okay.

23 Q. Did you review the goods and services listed
24 in the application?

25 A. Yes.

1 **Q. And can you read those goods and services out**
2 **loud to me?**

3 A. Yeah. It's monitoring services with -- tracks
4 application software performance, reports and alerts
5 concerning such performances, cloud hosting provider
6 services, computer system admin for others, filtering
7 unwanted e-mails, integration of private and public cloud
8 computing, eliminating -- I guess on-line scanning,
9 detecting, quarantining, eliminating of virus, worms,
10 Trojans, spyware, adware, malware and any other
11 unauthorized data and programs.

12 Remote and on-site management of IT, hosting
13 the software, web sites and other computer applications
14 for virtual private servers -- on a virtual private server
15 through cloud computing. Pretty much that's all that's on
16 here.

17 **Q. Okay. And how do those services compare to**
18 **the types of services that NetCloud, LLC provides?**

19 A. Seems identical almost.

20 **Q. Can you point out some of the services that**
21 **you would deem identical to the services listed in the**
22 **NetCloud application?**

23 A. It says monitoring services, I mentioned, and
24 reports alerts and performances, which we do as well.
25 We're a cloud-hosting provider. Let's see. Filtering

1 unwanted e-mails, we do that. Integration of private and
2 public cloud computing, we do that. Have a software
3 on-line scanning detecting, quarantining and eliminating
4 viruses, we do that.

5 Let's see. Service remote and on-site
6 management, we do that. Hosting web sites and softwares
7 on a virtual private server, we do that. Virtual computer
8 environments through cloud computing -- yeah, providing
9 virtual computers through cloud computing, we do that. So
10 it's pretty much every single one of these items is what
11 we do.

12 **Q. So to confirm, you would -- in your opinion,**
13 **the services listed in the NetCloud application are**
14 **identical or very strongly related to the services**
15 **NetCloud, LLC provides?**

16 A. Yes.

17 **Q. Thank you. Mehul, what types of customers**
18 **does NetCloud primarily serve?**

19 A. Primarily individuals and small businesses.

20 **Q. And where are your customers located?**

21 A. They're pretty much all over the United States
22 as well as overseas.

23 **Q. And can you name some states where your**
24 **customers are located?**

25 A. California, New York, New Jersey, Utah. Those

1 are some of the top ones that come to mind.

2 Q. Okay. And where are some other countries
3 where your clients are located?

4 A. A lot of European countries, Mexico, Brazil,
5 India, Philippines, Russia.

6 Q. Okay. Thank you. And approximately how many
7 customers does NetCloud currently serve?

8 A. About 170-ish. I don't have the exact number,
9 but that's the approximate number.

10 Q. Okay. And how do you advertise your services?

11 A. Through on-line marketing, banner ads,
12 e-mails.

13 Q. Do you have a web site?

14 A. Yes, we do.

15 Q. And where is that web site located?

16 A. It's located at NetCloud.com on our servers.

17 Q. Do you do any types of marketing or promotion
18 other than internet marketing?

19 A. No, we don't.

20 Q. How can people order your services?

21 A. Well, on that other type of services, we did
22 internet marketing and we did -- before we had our web
23 site, I had the fliers and stuff that I distributed.

24 Q. Okay. Thank you. And how do people order
25 your services?

1 A. They go to my web site, NetCloud.com.

2 Q. And it's done electronically?

3 A. Yes.

4 Q. Can people order your services by giving you a
5 call?

6 A. Yes, they can.

7 Q. But most people don't?

8 A. Right now, not anymore. Before, before I had
9 the web site, they would call me if they wanted service,
10 through the fliers.

11 Q. And how can people pay for your services?

12 A. Primarily PayPal, credit card, but I've
13 accepted cash and checks as well before, before I had the
14 on-line web site.

15 Q. Okay. We're going to move on to showing you
16 some documents.

17 A. Okay.

18 Q. And so that you can identify them. I'm sorry,
19 I didn't bring a copy for you. I didn't know you were
20 going to be here.

21 MR. NASH: Okay. That's fine.

22 Q. Mehul, can you identify this document, please?

23 A. Yeah, it's a snapshot of one of the web pages
24 on Netcloud.com.

25 Q. And is this web site publicly accessible?

1 A. Yes, it is.

2 Q. Can you explain what this web screen shot is
3 displaying?

4 A. It's showing the slider, that you can order
5 different servers, cloud servers, and then it's also
6 showing some of the features that come with the server.

7 Q. And can you explain some of those features for
8 us?

9 A. Yeah. It's automatic hardware node failover,
10 which is for reliability and uptime. We have the ZFS SAN,
11 which is the storage. C-Panel is the control panel. We
12 have a 14-day money back guarantee. We provide 24/7
13 technical support, which is the system admin part, and we
14 have many Linux distributions, and so underneath it all
15 those icons are showing control panel, uptime. We have
16 premium bandwidth. You can scale your servers as much as
17 you want really, so this is some of the features that we
18 provide along with the cloud servers.

19 Q. And is this what your web site currently looks
20 like?

21 A. Yes.

22 Q. And is there a place on the web site where a
23 customer can order your services?

24 A. Yes. This is actually the place where they
25 can actually sign up.

1 **Q. Is there a button or something on the web site**
2 **that allows you to do that?**

3 A. Yeah, there's a sign-up button right there.

4 MR. TUREK: Okay. I would like to admit this
5 into evidence as Exhibit 1.

6 (Whereupon, Opposer Deposition Exhibit No. 1
7 was marked for identification.)

8 **Q. Mehul, can you identify this document for us,**
9 **please?**

10 A. Yeah, this is the home page of netcloud.com,
11 and it's showing the -- highlight the \$5 service, start at
12 \$5 a month. It's also got the slider where you can place
13 the order through as well, advertising reliable and
14 affordable cloud hosting provider, which is what we take
15 pride in.

16 **Q. And is this an accurate representation of what**
17 **your web site currently looks like?**

18 A. Yes.

19 **Q. And is this a true, authentic and accurate**
20 **copy of the web site screen shot?**

21 A. Yes.

22 MR. TUREK: I would like to admit this into
23 evidence as Exhibit No. 2.

24 (Whereupon, Opposer Deposition Exhibit No. 2
25 was marked for identification.)

1 **Q. Mehul, can you identify this document for us?**

2 A. Yeah. This is one of the features pages. It
3 shows -- highlights the storage disk that we have, the
4 SAN, Enterprise SAN disk that we store all of our virtual
5 servers data in.

6 **Q. Okay.**

7 A. And it's highlighting the failover capability
8 which allows the maximum uptime and reliability for our
9 clients.

10 **Q. And is this an accurate representation of what**
11 **your web site looks like today?**

12 A. Yes.

13 **Q. And is this a true, authentic and accurate**
14 **copy of the web site screen shot?**

15 A. Yes.

16 MR. TUREK: I would like to admit this
17 document as Exhibit No. 3.

18 (Whereupon, Opposer Deposition Exhibit No. 3
19 was marked for identification.)

20 **Q. Mehul, can you identify this document for us?**

21 A. Yeah. This is the Facebook page for NetCloud.

22 **Q. And what do you do on the Facebook page?**

23 A. We do marketing. We do direct communication
24 with our clients and informing our clients of any up and
25 coming things, like this thing right here, heartbleed bug.

1 **Q. And is this Facebook page something you update**
2 **on a regular basis?**

3 A. Yeah, as much as we can.

4 **Q. And is your Facebook page publicly accessible?**

5 A. Yes, it is.

6 **Q. Do you remember when you started your Facebook**
7 **page?**

8 A. I don't recall that. Yeah, I don't remember.

9 **Q. All right. I would like to -- sorry. Is this**
10 **a true, authentic and accurate representation of your**
11 **Facebook page?**

12 A. Yes.

13 MR. TUREK: I would like to admit this into
14 evidence as Exhibit No. 4.

15 (Whereupon, Opposer Deposition Exhibit No. 4
16 was marked for identification.)

17 **Q. Mehul, can you identify this document for us?**

18 A. Yeah. This is the Twitter page for NetCloud.

19 **Q. And what do you do on your Twitter page?**

20 A. We -- same thing as Facebook; marketing,
21 communicating with the clients directly and informing any
22 up and coming promotions.

23 **Q. And is this a true, authentic and accurate**
24 **representation of your Twitter Page?**

25 A. Yes.

1 **Q. And do you have anybody following your Twitter**
2 **page?**

3 A. Yeah, we have 27 followers.

4 **Q. Okay. And is this something you update on a**
5 **regular basis?**

6 A. Yes, I do.

7 **Q. And is your Twitter page publicly accessible?**

8 A. Yes, it is.

9 MR. TUREK: All right. I would like to admit
10 this document into evidence as Exhibit No. 5.

11 (Whereupon, Opposer Deposition Exhibit No. 5
12 was marked for identification.)

13 **Q. Mehul, I would like for you to, you know, look**
14 **through this document. Take some time to look through it.**
15 **For the record, this is a five-page document that was**
16 **Bates numbered NC000018 through NC000022.**

17 A. Okay.

18 **Q. Before we look at this document, I wanted to**
19 **ask you one other question about your services.**

20 A. Okay.

21 **Q. What is the primary reason why somebody would**
22 **hire your business?**

23 A. To host their web site, to host any of their
24 applications, have their backups, have a backup storage
25 on-line.

1 **Q. Okay.**

2 A. To monitor their web site. Yeah, pretty much
3 anything to do with on-line web sites, application
4 hosting, backups.

5 **Q. Thank you. Mehul, can you identify this**
6 **five-page document that I've put in front of you?**

7 A. Yeah. This is the purchase agreement that I
8 had signed with Raj Viradia to acquire NetCloud and all of
9 the properties and assets along with it.

10 **Q. And what date was this asset purchase**
11 **agreement effective?**

12 A. February 9th, 2012.

13 **Q. For the record, Raj Viradia, V-i-r-a-d-i-a,**
14 **will be testifying later on. Can I direct your attention**
15 **to Paragraph No. 1. Can you tell us what Paragraph No. 1**
16 **is?**

17 A. Yeah. It's a sale of business. It includes
18 all the NetCloud properties and including all the
19 accounts, good will, trade names, including the trade name
20 NetCloud and domains, service marks, customer lists,
21 customer records and related customer information in
22 whatever form contained and maintained through the
23 contract rights, lease rights and other assets in the
24 business.

25 **Q. Okay.**

1 A. So this is all that was acquired as part of
2 NetCloud, this is part of this agreement.

3 Q. Thank you. And did you actually acquire those
4 rights and those properties from Raj?

5 A. Yes.

6 Q. Do you believe that you acquired the trade
7 name NetCloud?

8 A. Yes, I did.

9 Q. Do you believe that you acquired the service
10 mark NetCloud?

11 A. Yes, I did.

12 Q. Do you believe that you acquired the good will
13 associated with the name NetCloud?

14 A. Yes.

15 Q. It says you also acquired some domain names.
16 Did you acquire any domain names?

17 A. Yes, I did.

18 Q. And what domain name did you acquire?

19 A. Netcloud.com and NetCloud.us, part of the last
20 page.

21 Q. Page five?

22 A. Page five, yeah.

23 Q. On page five it also says you acquired some
24 other assets.

25 A. Yeah.

1 Q. Specifically No. 1, what are those?

2 A. Those are the existing clients that he had at
3 the time that were part of NetCloud that I acquired.

4 Q. And do you still service those clients?

5 A. Yes, we do.

6 Q. And what did you pay Raj Viradia for the
7 assets of the business?

8 A. \$26,655.50.

9 Q. Okay. And when did you pay that?

10 A. December 31st, 2012.

11 Q. And did you, in fact, pay it?

12 A. Yes, I did.

13 Q. And did Raj Viradia transfer everything that
14 the agreement purports to transfer?

15 A. Yes, he did.

16 Q. And is this a true, authentic and accurate
17 copy of the asset purchase agreement?

18 A. Yes, it is.

19 Q. On page four of the agreement, is that your
20 signature under the name buyer?

21 A. Yes.

22 MR. TUREK: All right. I would like to admit
23 this into evidence as Exhibit No. 6.

24 MR. LOGAN: Objection, relevance.

25 (Whereupon, Opposer Deposition Exhibit No. 6

1 was marked for identification.)

2 Q. Mehul, I've put in front of you a document
3 that was previously marked NC000023. Can you identify
4 this document for us?

5 A. Yeah. This is the Certificate of Filing for
6 NetCloud, LLC.

7 Q. And which state did you file that in?

8 A. December 11, 2012.

9 Q. I'm sorry. Which state did you file that in?

10 A. Oh, the state, State of Texas.

11 Q. And you filed it on what date?

12 A. December 11, 2012.

13 Q. And when was the effective date of the filing?

14 A. January 1st, 2013. This was later changed to
15 an earlier date.

16 Q. Okay. And we'll get to that. So is NetCloud,
17 LLC still an active LLC?

18 A. Yes, it is.

19 Q. It has not been dissolved?

20 A. No.

21 Q. All right. I would like to admit this into
22 evidence -- I'm sorry. Is this a true, accurate and
23 correct copy of the Certificate of Filing for NetCloud,
24 LLC?

25 A. Yes, it is.

1 MR. TUREK: I would like to admit it into
2 evidence as Exhibit No. 7.

3 (Whereupon, Opposer Deposition Exhibit No. 7
4 was marked for identification.)

5 Q. Mehul, I have put in front of you a document
6 that was previously numbered NC000024 through NC000026.
7 Mehul, can you identify this document for us?

8 A. Yeah. So this is that correction that I just
9 mentioned earlier. The effective date correction for
10 NetCloud, LLC, initially when we first filed, it was
11 January 1st, 2013. We later changed that to 12/28/2012.
12 I'm sorry, I misspoke on that last one. It was January
13 1st, 2013 and later changed to December 28, 2012 as
14 effective date.

15 Q. And why did you make that correction?

16 A. For tax reasons, per my CPA, so he said it's
17 better to have it in the year of 2012 versus 2013.

18 Q. And on the third page of the document, is that
19 your signature?

20 A. Yes.

21 Q. And this is a true, authentic and accurate
22 copy of the Certificate of Correction that you filed?

23 A. That is correct.

24 MR. TUREK: I would like to admit this into
25 evidence as Exhibit No. 8.

1 (Whereupon, Opposer Deposition Exhibit No. 8
2 was marked for identification.)

3 Q. Mehul, I have put in front of you a document
4 that was previously labeled NC000027.

5 A. Right.

6 Q. And can you identify that document for us?

7 A. Yes. So this is the actual updated version of
8 the Certificate of Filing for NetCloud, LLC with the
9 correct effective date. We had filed it for 12/31, and
10 this shows 12/28 as effective date because it just goes on
11 record whenever they process it.

12 Q. Was that told to you by the Secretary of State
13 of Texas?

14 A. Yeah. So they don't -- they can't file it on
15 the day you tell them. It's whenever they get the
16 application and they see it, that's whenever it's filed,
17 that's the date that it becomes effective on.

18 Q. Okay. Thank you. And you were okay with an
19 effective date of 12/28/2012?

20 A. Yeah, that was fine.

21 Q. And is this a true, authentic and accurate
22 copy of the corrected Certificate of Filing?

23 A. Yes, it is.

24 MR. TUREK: I would like to admit this into
25 evidence as Exhibit No. 9.

1 (Whereupon, Opposer Deposition Exhibit No. 9
2 was marked for identification.)

3 Q. Mehul, I have put in front of you a document
4 that was previously labeled NC000028 through NC000029
5 which is a two-page document. Just take a moment to
6 review that document, please.

7 A. Okay.

8 Q. Mehul, can you identify this document for us?

9 A. Yes. So this is conveyance of assets from my
10 personal name into the name of NetCloud, LLC once it was
11 formed.

12 Q. And when was the effective date of this
13 conveyance?

14 A. December 31st, 2012.

15 Q. So this was after -- a few days after
16 NetCloud, LLC was formed?

17 A. Correct. That was one of the reasons why I
18 had to form it in 2012 is because we wanted to transfer
19 all these assets and make the payment in the name of
20 NetCloud.

21 Q. When you say make the payment, what are you
22 referring to?

23 A. If you remember, in the previous purchase
24 agreement, Raj Viradia, I had to make a payment at the end
25 of 2012, so I wanted that payment to be made as part of

1 NetCloud and not from my personal assets.

2 Q. Thank you. And did NetCloud, LLC, in fact,
3 make that payment to Raj Viradia?

4 A. Yes.

5 Q. Can you look -- I'm sorry. Strike that. In
6 reviewing the document, Mehul, what assets were
7 transferred from you to NetCloud, LLC?

8 A. Transfer, assign, sell and convey to NetCloud,
9 LLC all of its rights, title and interest, tangible or
10 intangible, in and to the web hosting business currently
11 conducted by Mehul Satasia.

12 Q. And can you just give me some examples of some
13 of the things that were transferred from you to NetCloud,
14 LLC?

15 A. Yeah. The domain names, all the good wills,
16 all the accounts, trade name NetCloud, service marks,
17 consumer lists, consumer records, pretty much all the
18 assets that were part of NetCloud.

19 Q. Okay.

20 A. Tangible or intangible.

21 Q. Including the service mark NetCloud?

22 A. Right.

23 Q. And do you believe that this document, in
24 fact, conveyed all of those things from you to NetCloud,
25 LLC?

1 A. That is correct.

2 Q. Do you believe that you personally own any of
3 the rights to any of the assets listed in this conveyance?

4 A. No. It's all part of NetCloud.

5 Q. And are those signatures on the document your
6 signature?

7 A. Yes, they are. Yes.

8 Q. So is it your contention that the NetCloud
9 service mark is now owned by NetCloud, LLC?

10 A. That is correct.

11 Q. Thank you. Is this a true, authentic and
12 accurate copy of the conveyance?

13 A. Yes.

14 MR. TUREK: I would like to admit this into
15 evidence as Exhibit No. 10.

16 MR. LOGAN: Objection, relevance.

17 (Whereupon, Opposer Deposition Exhibit No. 10
18 was marked for identification.)

19 Q. Mehul, I have put in front of you a document
20 that was previously labeled NC000012. Mehul, can you
21 identify this document for us?

22 A. Yeah. This is one of the very first fliers
23 for NetCloud that I created.

24 Q. Did you create it personally?

25 A. Yes, I did.

1 **Q. And do you remember what year you created this**
2 **in?**

3 A. I think it was sometime mid 2012. Yeah, mid
4 year 2012.

5 **Q. Okay. And what did you do with this flier?**

6 A. This was a way of marketing to distribute to
7 people, because my web site wasn't ready yet, so I had to
8 figure out a way to distribute these fliers, so that way I
9 can start marketing my service.

10 **Q. Okay. And where did you distribute these**
11 **fliers?**

12 A. Just anywhere I went, any people -- anybody
13 that I met, I just gave them a flier to see if they were
14 interested.

15 **Q. Were these business networking events?**

16 A. Yeah, networking events locally through
17 meet-ups and stuff like that.

18 **Q. When you say locally, is that in Texas?**

19 A. Well, in Texas and anywhere I had an account,
20 so I went a couple times out to California, I gave it out
21 then, Atlanta, New York, just anywhere that I went I took
22 it with me to distribute.

23 **Q. Okay. Do you know offhand whether you**
24 **acquired any business straight through this flier?**

25 A. I don't recall. I don't remember. I've had

1 calls, I just don't remember if they ended up being
2 clients or not, though.

3 **Q. And is this a true, authentic and accurate**
4 **copy of the flier?**

5 A. Yes.

6 MR. TUREK: All right. I would like to admit
7 this into evidence as Exhibit No. 11.

8 MR. LOGAN: Objection, relevance.

9 (Whereupon, Opposer Deposition Exhibit No. 11
10 was marked for identification.)

11 **Q. Okay. I have put in front of you, Mehul, a**
12 **document that was previously labeled NC000004. Mehul, can**
13 **you identify this document for us?**

14 A. Yeah. This is an invoice to one of our
15 clients.

16 **Q. And who is that client?**

17 A. DaysInnAtlanta.com.

18 **Q. And what's the company name?**

19 A. Hilltop Hospitality.

20 **Q. And can you explain what service you were**
21 **providing to Hilltop Hospitality?**

22 A. We were providing cloud hosting for -- and
23 their e-mail services.

24 **Q. And how did you acquire the Hilltop**
25 **Hospitality customer?**

1 A. This is actually one of the clients that we --
2 that was part of the agreement when I purchased NetCloud
3 that it came with, so. . .

4 **Q. So this was one of Raj's clients?**

5 A. Yeah, this is one of Raj Viradia's clients
6 that came with NetCloud.

7 **Q. Thank you. Is Hilltop Hospitality still your**
8 **client?**

9 A. Yes.

10 **Q. And what is the date of this invoice?**

11 A. March 1st, 2012.

12 **Q. And was this invoice, in fact, paid by Hilltop**
13 **Hospitality?**

14 A. Yes, they did.

15 **Q. And is this a true, authentic and accurate**
16 **copy of the invoice?**

17 A. Yes, it is.

18 MR. TUREK: All right. I would like to admit
19 this into evidence as Exhibit No. 12.

20 MR. LOGAN: Objection, relevance.

21 (Whereupon, Opposer Deposition Exhibit No. 12
22 was marked for identification.)

23 **Q. Mehul, I have put in front you a two-page**
24 **document that was previously labeled NC000001 through**
25 **NC000002. Mehul, can you identify this document for us?**

1 A. Yeah. This is a payment for services that we
2 provided for Hilltop Hospitality.

3 **Q. And what is the date of this payment?**

4 A. September 3rd, 2012.

5 **Q. And did you cash this payment?**

6 A. Yes, we did.

7 **Q. And on the memo line of the check what does it**
8 **say?**

9 A. Basically cloud hosting for six months,
10 category, computer and internet.

11 **Q. Is it fair to say that Hilltop Hospitality was**
12 **paying you for cloud hosting services?**

13 A. Yes, that is correct.

14 **Q. And is this a true, authentic and accurate**
15 **copy of the check?**

16 A. Yes, it is.

17 MR. TUREK: Okay. I would like to admit this
18 into evidence as Exhibit No. 13.

19 MR. LOGAN: Objection, relevance.

20 (Whereupon, Opposer Deposition Exhibit No. 13
21 was marked for identification.)

22 **Q. Mehul, I have put in front of you a document**
23 **that was previously labeled NC000007. It's a one-page**
24 **document. Mehul, can you identify this document, please?**

25 A. Yeah. It's an invoice from Linode.com.

1 Q. And what is Linode.com?

2 A. It's one of the server providers for NetCloud.

3 Q. And when you say server provider, can you be a
4 little more specific?

5 A. They provide -- we rent the server from them
6 to host one of our client or services for NetCloud.

7 Q. And do you know where Linode.com is located?

8 A. New Jersey, according to this.

9 Q. Do you still use Linode.com?

10 A. Yes, we do.

11 Q. And what is the date of this particular
12 invoice?

13 A. July 27, 2012.

14 Q. So Linode was invoicing NetCloud for rental of
15 servers?

16 A. Correct.

17 Q. And did you, in fact, pay this invoice?

18 A. Yes, I did.

19 Q. And is this a true, authentic and accurate
20 copy of the invoice?

21 A. Yes, it is.

22 MR. TUREK: Okay. I would like to admit it
23 into evidence as Exhibit No. 14.

24 MR. LOGAN: Objection, relevance and hearsay.

25 (Whereupon, Opposer Deposition Exhibit No. 14

1 was marked for identification.)

2 Q. I have put in front of you a document that was
3 previously labeled NC000008. Can you identify this
4 document for us?

5 A. Yeah. This is another invoice from
6 Linode.com.

7 Q. And what is this invoice showing?

8 A. It's showing that I'm renting two servers from
9 them at the time.

10 Q. And what is the date of the invoice?

11 A. It's September 1st, 2012.

12 Q. And what were you using the servers for?

13 A. This is for NetCloud services as well as one
14 of its clients, so I'm renting these servers to host
15 NetCloud web site -- not web site, but NetCloud services
16 along with one of my client's services.

17 Q. And did you, in fact, pay this invoice?

18 A. Yes, I did.

19 Q. I would like to admit this -- I'm sorry. Is
20 this a true, authentic and accurate copy of the invoice?

21 A. Yes, it is.

22 MR. TUREK: I would like to admit this into
23 evidence as Exhibit No. 15.

24 MR. LOGAN: Objection, relevance and hearsay.

25 (Whereupon, Opposer Deposition Exhibit No. 15

1 was marked for identification.)

2 Q. I have put in front of you a document that was
3 previously labeled NC000009. It's a one-page document.
4 Mehul, can you identify this document for us?

5 A. This is an invoice from Linode.com.

6 Q. And what is the date of the invoice?

7 A. October 1st, 2012.

8 Q. And what does this invoice show?

9 A. It's showing us renting three servers from
10 them at the time.

11 Q. And did you pay the invoice?

12 A. Yes, I did.

13 Q. And what were these servers used for?

14 A. Netcloud.com and Netcloud.com's clients.

15 MR. TUREK: All right. I would like to admit
16 this into evidence as Exhibit No. 16.

17 MR. LOGAN: Objection, relevance and hearsay.

18 (Whereupon, Opposer Deposition Exhibit No. 16
19 was marked for identification.)

20 Q. I have put in front of you a document
21 previously labeled NC000010. Can you identify this
22 document for us?

23 A. This is an invoice from Linode.com.

24 Q. And what is the date of the invoice?

25 A. November 1st, 2012.

1 **Q. And what does this invoice show?**

2 A. It shows I'm renting two servers from them at
3 the time.

4 **Q. And did you pay this invoice?**

5 A. Yes, I did.

6 **Q. And what were the servers being used for?**

7 A. NetCloud and Netcloud.com's clients.

8 **Q. Is this a true, authentic and accurate copy of**
9 **the invoice?**

10 A. Yes, it is.

11 MR. TUREK: Okay. I would like to admit it
12 into evidence as Exhibit No. 17.

13 MR. LOGAN: Objection, relevance and hearsay.

14 (Whereupon, Opposer Deposition Exhibit No. 17
15 was marked for identification.)

16 **Q. I have put in front of you a document**
17 **previously labeled NC000011. Can you identify this**
18 **document for us?**

19 A. It's an invoice from Linode.com.

20 **Q. And what's the date of the invoice?**

21 A. January 1st, 2013.

22 **Q. And did you pay this invoice?**

23 A. Yes, I did.

24 **Q. And what is this invoice for?**

25 A. It's showing two servers that we were renting

1 at the time.

2 **Q. And what were these servers used for?**

3 A. NetCloud and NetCloud.com's clients.

4 **Q. And is this is true, authentic and accurate**
5 **copy of the invoice?**

6 A. Yes, it is.

7 MR. TUREK: Okay. I would like to admit it
8 into evidence as Exhibit No. 17.

9 MR. LOGAN: It's 18.

10 MR. TUREK: I'm sorry, 18.

11 MR. LOGAN: Objection, relevance and hearsay.

12 (Whereupon, Opposer Deposition Exhibit No. 18
13 was marked for identification.)

14 **Q. I have put in front of you a document that was**
15 **previously labeled NC000013. It's a one-page document.**
16 **Can you identify this document for us?**

17 A. Yeah. This is I guess an invoice from the web
18 site design company that designed the web site
19 NetCloud.com.

20 **Q. And what's the name of that web design**
21 **company?**

22 A. It's Webprosys.

23 **Q. And how did you learn about Webprosys?**

24 A. This was -- actually Raj is the one who
25 provided the referral for this person right here.

1 Q. Okay. Thank you. And what is the date of the
2 invoice?

3 A. February 10, 2012.

4 Q. And what did you hire Webprosysto do?

5 A. To design the web site logos, pretty much
6 everything that's on the web site for Netcloud.com right
7 now, and banners as well for marketing.

8 Q. Can you say that again, please?

9 A. Banners for marketing purposes.

10 Q. Do you still use Webprosysto for any of your web
11 site design or web site maintenance?

12 A. Yes.

13 Q. And how much did you pay to Webprosysto for
14 these services?

15 A. \$5,000 total.

16 Q. And did Webprosysto, in fact, design your web
17 site?

18 A. Yes.

19 Q. Did it, in fact, design your logos?

20 A. Yes.

21 Q. Did it, in fact, design some banners?

22 A. Yes, they did.

23 Q. Were you satisfied with Webprosysto's services?

24 A. Yes, I was.

25 Q. Did you, in fact, pay Webprosysto the \$5,000?

1 A. Yes, I did.

2 Q. And is this a true, authentic and accurate
3 copy of the invoice?

4 A. Yes, it is.

5 MR. TUREK: All right. I would like to admit
6 it into evidence as Exhibit No. 19.

7 MR. LOGAN: Objection, relevance and hearsay.
8 (Whereupon, Opposer Deposition Exhibit No. 19
9 was marked for identification.)

10 Q. Mehul, I have put in front of you a document
11 that was previously labeled NC000015. Can you identify
12 this document for us?

13 A. Yes. This is an invoice for \$1,000 -- I mean
14 not an invoice, but a receipt of payment that I made to
15 Webprosyst for their services.

16 Q. For the services that were identified on
17 Exhibit No. 19?

18 A. Yeah, the first payment.

19 Q. Of \$1,000?

20 A. That's correct.

21 Q. And when did you make that payment?

22 A. April 18, 2012.

23 Q. And how did you make the payment?

24 A. Through PayPal.

25 Q. And how was that payment funded?

1 A. From Netcloud.com's account.

2 **Q. Was it a credit card, was it a bank account?**

3 A. It's a bank account. Well, this is a
4 Mastercard at the time it seemed like, so that was a
5 Mastercard from NetCloud.

6 **Q. And is this a true, accurate and correct copy**
7 **of the PayPal payment receipt?**

8 A. Yes, it is.

9 MR. TUREK: Okay. I would like to admit it
10 into evidence as Exhibit No. 20.

11 MR. LOGAN: Objection, relevance and hearsay.

12 (Whereupon, Opposer Deposition Exhibit No. 20
13 was marked for identification.)

14 **Q. When was your web site fully developed? When**
15 **was it completed?**

16 A. It was towards the end of 2012. That's when
17 he finished the web site, so until then I had to do fliers
18 and other means of marketing.

19 **Q. Okay. And do you remember when the web site**
20 **was actually launched publicly?**

21 A. Sometime towards the end of 2012.

22 **Q. Okay. And do you remember if your Facebook**
23 **and Twitter pages were launched before or after your web**
24 **site?**

25 A. After the web site.

1 **Q. Has your web site changed a lot since it was**
2 **first launched at the end of 2012?**

3 A. I am not sure. From the looks of it, it looks
4 the same, but as far as the text and just the information
5 that's on there might have changed.

6 **Q. So the overall format and layout are similar?**

7 A. Yeah, overall format and layout is similar.

8 **Q. But some of the information might have**
9 **changed?**

10 A. Some information might have changed, correct.

11 **Q. Thank you. And ever since the web site at**
12 **Netcloud.com was launched, has it always been available?**

13 A. That is correct.

14 **Q. All right. Mehul, I have put in front of you**
15 **a document that was previously labeled NC000005. Can you**
16 **identify this document for us?**

17 A. Yeah. This is an account that I had with
18 HostRocket.com, a provider of services for us, for
19 NetCloud.

20 **Q. And what's the date of the invoice?**

21 A. May 1st, 2012.

22 **Q. And did you pay this invoice?**

23 A. Yes, I did.

24 **Q. And can you explain what HostRocket.com is or**
25 **what it provides?**

1 A. They provide web site hosting services like
2 NetCloud does.

3 **Q. And why were you using HostRocket.com at that**
4 **time?**

5 A. Because I was in the process of putting up my
6 own servers at the time, so I didn't have the server
7 resources to host the web sites.

8 **Q. And how did you come across HostRocket.com?**

9 A. This was actually one of the -- Raj's
10 HostRocket account that he transferred over.

11 **Q. So Raj Viradia transferred his HostRocket.com**
12 **account to you?**

13 A. Yes.

14 **Q. And was that part of the asset purchase**
15 **agreement?**

16 A. That is correct.

17 **Q. Do you still use HostRocket.com?**

18 A. Yes.

19 **Q. And what do you use them for?**

20 A. For -- this is an agreement from 5/2012 to
21 2014, so I still have an account.

22 **Q. Do you actually actively use their server**
23 **space?**

24 A. Not at the moment we don't.

25 **Q. Have the customers that were on HostRocket**

1 back in 2012, have they been transferred over to
2 Netcloud.com's servers?

3 A. That is correct.

4 Q. And as far as you know, is HostRocket.com
5 still in business?

6 A. Yes, it is.

7 Q. All right. Is this a true, authentic and
8 accurate copy of the invoice?

9 A. Yes, it is.

10 MR. TUREK: Okay. I would like to admit it
11 into evidence as Exhibit No. 21.

12 MR. LOGAN: Objection to relevance and
13 hearsay.

14 (Whereupon, Opposer Deposition Exhibit No. 21
15 was marked for identification.)

16 Q. Mehul, I've put in front of you a document
17 that was previously labeled NC000014. Can you identify
18 this document for us?

19 A. Yeah. This is an invoice from NetDepot GNAX
20 Company, a server provider company.

21 Q. And what is the date of the invoice?

22 A. It's May 6th, 2013.

23 Q. And did you, in fact, pay this invoice?

24 A. Yes, I did.

25 Q. And can you explain to me what services were

1 **being provided by NetDepot?**

2 A. This is a dedicated server that was requested
3 by one of NetCloud's clients, so we had to place them on a
4 NetDepot account.

5 **Q. Is that because NetCloud does not provide**
6 **dedicated servers?**

7 A. Right.

8 **Q. What kind of servers does NetCloud provide?**

9 A. We provide Cloud virtual servers, NetCloud --
10 dedicated servers is not one of the things -- it does
11 pretty much the same thing. Actually it's better than
12 dedicated server, but the client's preference was they
13 wanted a physical dedicated server, so we had to place
14 them on GNAX.

15 **Q. Okay. And do you essentially pass on the cost**
16 **of the dedicated server to your client?**

17 A. Yes, we do.

18 **Q. And do you still use this company to host your**
19 **client's dedicated -- or I'm sorry -- to host your**
20 **client's web site?**

21 A. Yes.

22 **Q. Because your client still wants a dedicated**
23 **server?**

24 A. Correct.

25 **Q. And is this a true, authentic and accurate**

1 **copy of the invoice?**

2 A. Yes, it is.

3 MR. TUREK: Thank you. I would like to admit
4 this into evidence as Exhibit No. 22.

5 MR. LOGAN: Objection, relevance and hearsay.

6 (Whereupon, Opposer Deposition Exhibit No. 22
7 was marked for identification.)

8 **Q. Mehul, I have put in front of you a document**
9 **that was previously labeled NC000003. Can you identify**
10 **this document for us?**

11 A. Yeah. This is FDCservers.net invoice to
12 NetCloud.

13 **Q. And what is the date of the invoice?**

14 A. It is September 14, 2013.

15 **Q. And can you explain to us who or what**
16 **FDCservers.net, LLC is?**

17 A. They're a cloud -- not cloud -- they're a
18 dedicated server provider.

19 **Q. And did you pay this invoice?**

20 A. Yes, I did.

21 **Q. And can you explain to me why you were paying**
22 **FDCservers \$145?**

23 A. Same reason as the last one. This client
24 wanted a physical dedicated server, so we had to get
25 servers from FDCservers.

1 Q. Okay. Do you happen to know what client it
2 is, just offhand?

3 A. I don't recall.

4 Q. Okay. And can you also just really quickly
5 provide us or tell us what services were being provided to
6 you by FDCservers.net?

7 A. They provided a dedicated server, managed
8 service.

9 Q. And was this cost passed on from NetCloud to
10 your client?

11 A. Yes.

12 Q. And did you, in fact, pay this invoice?

13 A. Yes, I did.

14 Q. And is this true, authentic and accurate copy
15 of the invoice?

16 A. Yes, it is.

17 MR. TUREK: Okay. I would like to admit it
18 into evidence as Exhibit No. 23.

19 MR. LOGAN: Objection, relevance and hearsay.

20 (Whereupon, Opposer Deposition Exhibit No. 23
21 was marked for identification.)

22 MR. TUREK: All right. I think that concludes
23 my direct examination. Did you want to take a break and
24 do a cross?

25 MR. LOGAN: I actually just have a couple

1 questions. It's up to you if you want to take a break.

2 MR. TUREK: If you just have a couple of
3 questions, go right ahead. Are you okay, Mehul?

4 A. Yeah, let's go ahead.

5 * * * * *

6 CROSS EXAMINATION,

7 QUESTIONS BY MR. LOGAN:

8 Q. Can you just tell me which county in Texas
9 Round Rock, Texas is located in?

10 A. Williamson County.

11 MR. TUREK: I'm sorry. Just speak loudly so
12 our court reporter can hear you.

13 A. I'm sorry. Williamson County.

14 Q. Okay. And did you ever obtain an Assumed Name
15 Certificate from the Williamson County Clerk's Office to
16 register your doing business with the name NetCloud?

17 A. No.

18 Q. No, okay. And did you ever obtain an Assumed
19 Name Certificate in any other county in Texas?

20 A. State of Texas, but not in the county. I'm
21 not sure about the county part.

22 Q. You filed -- you incorporated or formed your
23 LLC in Texas?

24 A. Correct.

25 Q. And did you ever obtain a Texas Sales and Use

1 **Tax permit?**

2 A. I'm not sure.

3 MR. LOGAN: Okay. Thank you. That's actually
4 all I have.

5 MR. TUREK: All right. On the record,
6 Russell, are you willing to waive the formality that the
7 witness read the deposition in the presence of an officer
8 authorized to administer oaths?

9 MR. LOGAN: Yes.

10 MR. TUREK: And are you willing to -- just for
11 convenience purposes, are you willing to waive the formal
12 requirement that the officer seal all the evidence and
13 exhibits in an envelope for forwarding to the Board?

14 MR. LOGAN: Yes.

15 MR. TUREK: Okay. I have nothing else. Thank
16 you.

17

18 (Whereupon, the deposition concluded at 9:30 A.M.)

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1 CERTIFICATE OF REPORTER

2

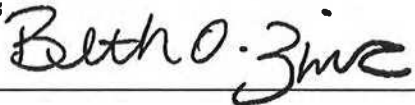
3 I, BETH O. ZINK, a Registered Professional Reporter,
4 Missouri CCR, Illinois CSR and Notary Public, do hereby
5 certify that on April 16, 2014, commencing at 8:30 A.M.,
6 MEHUL SATASIA appeared at 400 Chesterfield Center,
7 Chesterfield, Missouri, and was duly sworn by me; that
8 counsel for Applicant appeared;

9 That I have not been disqualified under Rule 28 of
10 the Federal Rules of Civil Procedure; that the testimony
11 of said witness was taken by me to the best of my ability
12 and thereafter reduced to typewriting under my direction;

13 That I am neither employed by any of the parties to
14 the action in which this deposition was taken, nor
15 financially or otherwise interested in the outcome of the
16 action;

17 That signature by the witness was waived by agreement
18 of counsel, and that the requirement of the officer to
19 seal all evidence and exhibits was likewise waived by
20 agreement of the parties

21



22

Notary Public within and for the

23

State of Illinois, ILCSR#084-004477

24

MOCCR#799

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Get Setup Instantly

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CPU Cores	Memory	Disk Space	Bandwidth	Monthly Price
1	256 MB	6 GB	250 GB	\$5

SIGN UP

- Automatic Hardware Node Failover
- Enterprise ZFS SAN with Failover
- WHM/cPanel - \$15/mo (min. 1GB RAM)
- 14-Day Money Back Guarantee
- True 24x7 Technical Support
- Many Linux Distributions available



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WHM/cPanel Available



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99.99% Uptime



Premium Bandwidth



True 24x7 Support

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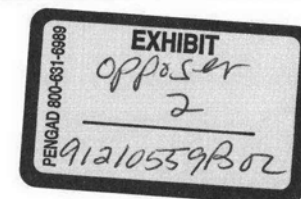
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Fully Managed Custom Cloud Servers

Like a Rocket.... with Failover



Our Cloud Servers are different, if a hardware node crashes, your Cloud Server is automatically migrated to a standby hardware node within minutes. Cloud Servers are connected to our high performance High-Availability SAN with Enterprise STEC ZeusRAM and ZeusOPS SSD read/write drives for the highest possible speed and reliability. We don't offer consumer-grade (MLC) SSD drives for a simple reason, MLC SSDs suffer from performance degradation after a set number of read/write cycles and then fail without warning, our Redundant High-Performance Enterprise SAN doesn't.

 **Cloud Infrastructure**
True fully-redundant Cloud Infrastructure with automatic hardware node failover. Ask your provider what happens if a hardware node crashes.

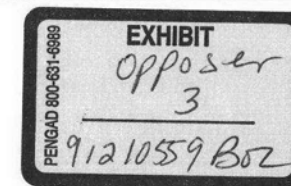
 **High-Performance Network**
Multi-path GNAX Gold network with multiple carriers connected directly the Internet backbone via 1Gbps connection.

 **High-Availability Enterprise SAN Storage**

 **Automatic Hardware Failover**

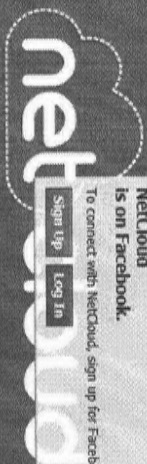
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- NetCloud** @NetCloudLLC Mar 31
@hostingChile @gnax network issue os resolved

ASSET PURCHASE AGREEMENT

THIS Agreement is made as of February 9, 2012 (the "Effective Date"), by and between Raj Viradia d/b/a NetCloud with an address of 3462 Lockmed Drive, Norcross, GA 30092, hereinafter referred to as "Seller", and Mehul Satasia with an address of 8813 Glen Canyon Drive, Round Rock, TX 78681, hereinafter referred to as "Buyer"

WHEREAS, Buyer desires to purchase the Business (as hereinafter defined) and substantially all of the assets of the Business owned by Seller; and

WHEREAS, Seller desires to sell the Business and substantially all of the assets of the Business to Buyer; and

WHEREAS, Seller and Buyer are desirous of reducing to writing the terms of their understanding with regard to the purchase and sale of the Business and substantially all of the assets of the Business.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SALE OF BUSINESS. Subject to the terms and conditions provided herein, Seller shall transfer, assign, sell and convey to Buyer, except as described below, all of its rights, title and interest, tangible or intangible, in and to the web hosting business currently conducted by NetCloud and the assets used in the operation of the business (the "Business"), including but not limited to, those assets set forth on Schedule A attached hereto and made a part hereof (the "Transferred Assets") relating to NetCloud property (the "Property"), including all accounts, goodwill, trade names including the trade name "NetCloud" and domain names, service marks, customer lists, customer records and related customer information in whatever form contained or maintained, contract rights, lease rights, and other assets used in the business by Seller. THE FOLLOWING ASSETS AND LIABILITIES WILL BE RETAINED BY SELLER: (a) cash and bank accounts; (b) payments received for goods and services rendered through February 9, 2012; (c) accounts payable and accrued liabilities for goods and services rendered through February 9, 2012.

2. PURCHASE TERMS/CLOSING. Subject to the terms hereof, Buyer will pay Seller \$26,656.50 USD, which shall be paid in two installments:

(1) \$1 upon the execution of this Agreement.

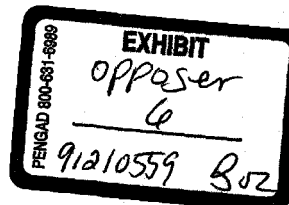
(2) Remaining balance of \$26,655.50 to be paid by 12/31/2012.

Upon execution of this of agreement, Buyer will assume responsibility for operating the Business.

3. TRANSFER OF ASSETS. Seller shall deliver to Buyer at closing conveyance documents as are necessary or appropriate to transfer the assets of the Business to Buyer, free and clear of any liens or encumbrances of any nature whatsoever except as specifically set forth in this Agreement.

4. TAXES. Seller shall be liable and responsible for all taxes arising from Seller's operation of the Business up to and including the day of closing.

5. PRORATION. Seller and the Buyer hereby acknowledge and agree that any and all taxes, insurance, rents, payroll, deposits and other expenses which are unbilled but have accrued as of the Closing Date shall be prorated between the parties outside of closing as of the end of business on the date of closing.



6. DEFERRED REVENUE FROM SERVICE. Buyer shall assume all of Seller's liabilities relating to services that have been paid for but not yet rendered as of closing. Buyer will honor all existing customer contracts in effect at the time of closing.

7. LIABILITIES OF SELLER. It is expressly agreed and understood between Seller and Buyer that Buyer is acquiring the assets of the Business, and that Buyer is not assuming any debts or liabilities of Seller.

8. NOTICE. All notices, requests, demands and other communications hereunder shall be delivered to the respective parties either personally, by registered or certified mail, return receipt requested, first class postage prepaid, at the addresses set forth herein or by recognized overnight courier (FedEx, UPS).

If to Seller: Raj Viradia
3462 Lockmed Drive
Norcross, GA 30092

If to Buyer: Mehul Satasia
8813 Glen Canyon Drive
Round Rock, TX 78681

9. CONSTRUCTION AND SURVIVAL. This Agreement is the complete agreement between the parties and any contracts previously executed between the parties, along with such other written or verbal representations or warranties as may have been made by either party, their broker, agents, or assigns, are merged into this Agreement and are extinguished, except as set forth herein. The warranties, representations, covenants and provisions contained in this Agreement shall survive the closing and shall continue in full force and effect.

10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and legal representatives.

11. BREACH. In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, or collateral documents, the other party shall have the right to invoke any remedy allowed at law or in equity; reference to any particular remedy shall not preclude the exercise of any other remedies, all of which being cumulative, and the failure of a party to exercise any power hereunder or to insist upon strict compliance for the other party with any obligations hereunder, shall not constitute a waiver of any rights to demand compliance with the terms thereof.

12. ATTORNEY'S FEES. The prevailing party in any action or procedure in court or mutually agreed arbitration proceeding to enforce terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expense from the non-prevailing party.

13. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Texas.

14. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be enforceable and valid under applicable law, but if any provision of this Agreement, or any word, phrase, clause, sentence or other portion thereof shall be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

15. RELIANCE. The parties do agree and affirm that no representations, warranties, or inducements are relied upon by either party except those set forth herein in the execution of this Agreement.

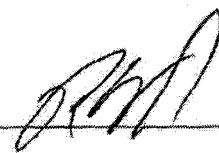
16. ENTIRE AGREEMENT. This Agreement and the other agreements or instruments expressly referred to herein and executed concurrently with this Agreement, supersede and cancel all prior negotiations, agreements, representations, warranties and communications, whether oral or written, between the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

17. FURTHER ASSURANCES. At any time and from time to time after the closing, at Buyer's request and without further consideration, Seller shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Buyer may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the assets transferred, to put Buyer in actual possession and operating control thereof, and to assist Buyer in exercising all rights with respect thereto.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER
Raj Viradia d/b/a NetCloud

By:  02/09/2012
Raj Viradia

BUYER
Mehul Satasia

By:  02/09/2012
Mehul Satasia

Schedule A
Assets

1. Customer list: sdiengineers.com, schematicdesigninc.com, ohmshiv.com, daysinn-atlanta.com
2. Domain names: netcloud.com, netcloud.us
3. Web Hosting Reseller Account: HostRocket RocketOrbit

TV PAS



Office of the Secretary of State

CERTIFICATE OF FILING OF

NetCloud, LLC
File Number: 801699693

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

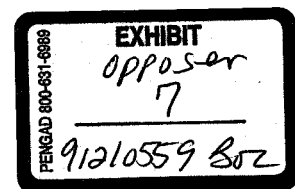
Dated: 12/11/2012

Effective: 01/01/2013



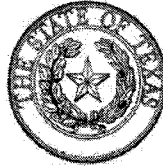
A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State



Form 403
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$15



This space reserved for office use.

Certificate of Correction

Entity Information

1. The name of the filing entity is:

NETCLOUD, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the certificate of correction corrects the name of the entity, state the present name and not the name as it will be corrected.

The file number issued to the filing entity by the secretary of state is: 801699693

Filing Instrument to be Corrected

2. The filing instrument to be corrected is : Effectiveness of Filing

The date the filing instrument was filed with the secretary of state: 12/14/2012

mm/dd/yyyy

Identification of Errors and Corrections

(Indicate the errors that have been made by checking the appropriate box or boxes; then provide the corrected text.)

☐ The entity name is inaccurate or erroneously stated. The corrected entity name is:

☐ The registered agent name is inaccurate or erroneously stated. The corrected registered agent name is:

Corrected Registered Agent
(Complete either A or B, but not both.)

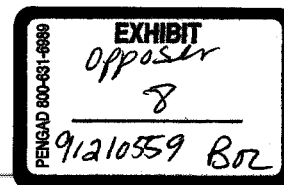
A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Middle Last Name Suffix

The person executing this certificate of correction affirms that the registered agent, whose name is being corrected by this certificate, consented to serve as registered agent at the time the filing instrument being corrected took effect.



☐ The registered office address is inaccurate or erroneously stated. The corrected registered office address is:

Corrected Registered Office Address

Street Address (No P.O. Box)	City	TX State	Zip Code
------------------------------	------	-------------	----------

☐ The purpose of the entity is inaccurate or erroneously stated. The purpose is corrected to read as follows:

--

☐ The period of duration of the entity is inaccurate or erroneously stated.
The period of duration is corrected to read as follows:

Identification of Other Errors and Corrections

(Indicate the other errors and corrections that have been made by checking and completing the appropriate box or boxes.)

☒ **Other errors and corrections.** The following inaccuracies and errors in the filing instrument are corrected as follows:

☐ **Add** Each of the following provisions was omitted and should be added to the filing instrument. The identification or reference of each added provision and the full text of the provision is set forth below.

☒ **Alter** The following identified provisions of the filing instrument contain inaccuracies or errors to be corrected. The full text of each corrected provision is set forth below:
Effectiveness of filing for NETCLOUD, LLC needs to be corrected from 01/01/2013 to 12/31/2012.

☐ **Delete** Each of the provisions identified below was included in error and should be deleted.

☐ **Defective Execution** The filing instrument was defectively or erroneously signed, sealed, acknowledged or verified. Attached is a correctly signed, sealed, acknowledged or verified instrument.

Statement Regarding Correction

The filing instrument identified in this certificate was an inaccurate record of the event or transaction evidenced in the instrument, contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This certificate of correction is submitted for the purpose of correcting the filing instrument.

Correction to Merger, Conversion or Exchange

The filing instrument identified in this certificate of correction is a merger, conversion or other instrument involving multiple entities. The name and file number of each entity that was a party to the transaction is set forth below. (If the space provided is not sufficient, include information as an attachment to this form.)

Entity name _____ SOS file number _____

Entity name _____ SOS file number _____

Effectiveness of Filing

After the secretary of state files the certificate of correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the certificate of correction is filed by the secretary of state.

Execution

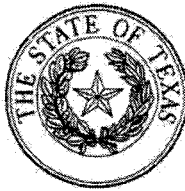
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/28/2012

By: Manager

MS Satasia
Signature of authorized person

MEHUL K. SATASIA
Printed or typed name of authorized person (see instructions)



Office of the Secretary of State

CERTIFICATE OF FILING OF

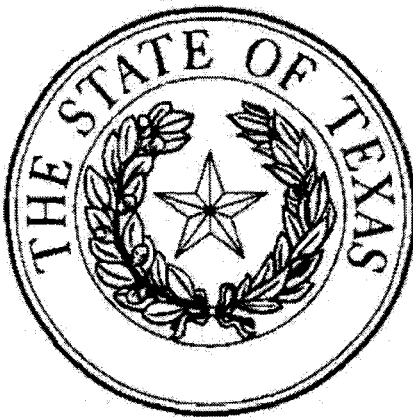
NetCloud, LLC
801699693

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Correction relating to an instrument that has been filed by the Secretary for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing.

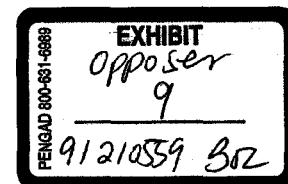
Dated: 12/28/2012

Effective: 12/28/2012



A handwritten signature of John Steen in black ink.

John Steen
Secretary of State




THIS Conveyance Agreement is made as of December 31, 2012 (the "Effective Date"), by and between Mehul Satasia d/b/a NetCloud with an address of 8813 Glen Canyon Drive, Round Rock, TX 78681, hereinafter referred to as "Transferor", and NetCloud, LLC with an address of 8813 Glen Canyon Drive, Round Rock, TX 78681, hereinafter referred to as "Transferee."

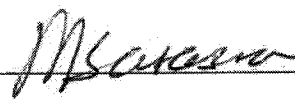
Mehul Satasia dba NetCloud (the "Transferor") shall transfer, assign, sell and convey to NetCloud, LLC (the "Transferee"), all of its rights, title and interest, tangible or intangible, in and to the web hosting business currently conducted by Mehul Satasia dba NetCloud and the assets used in the operation of the business (the "Business"), including but not limited to, those assets set forth on Schedule A attached hereto and made a part hereof (the "Transferred Assets") relating to NetCloud property (the "Property"), including all accounts, goodwill, trade names including the trade name "NetCloud" and domain names, service marks, customer lists, customer records and related customer information in whatever form contained or maintained, contract rights, lease rights, and other assets used in the business by Transferor.

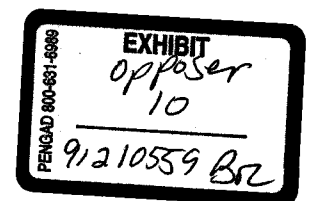
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TRANSFEROR
Mehul Satasia d/b/a NetCloud

By: 
Mehul Satasia

TRANSFEE
NetCloud, LLC

By: 
Mehul Satasia
Managing Member



NC000028

Schedule A
Assets

1. All Customers
2. Service mark and trade name "NetCloud"
3. Domain names: netcloud.com, netcloud.us
4. Web Design, Logos, Website
5. Web Hosting Reseller Account



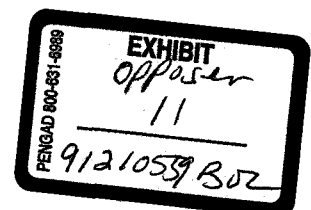
Cloud Hosting Special
Call or email and mention promo code **SAVE50**
to save 50% off all Cloud Server Plans!

Starter	Business	Professional	Enterprise
10 GB Storage 100 GB Bandwidth 512 MB Memory 1 IP Address	100 GB Storage 1000 GB Bandwidth 1 GB Memory 1 IP Address	500 GB Storage 5000 GB Bandwidth 3 GB Memory 3 IP Addresses	1000 GB Storage 10000 GB Bandwidth 4 GB Memory 2 IP Addresses
Great for Startups	Great for Small Businesses	Great for Kiosks	Great for Developers

To order call 512-568-9608 or email mahu07@yahoo.com

3813 Glen Canyon Dr, Round Rock, TX 78681

Copyright © 2012 NetCloud™



NC000012




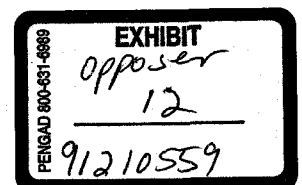
Invoice

NetCloud
8813 Glen Canyon Drive
Round Rock, TX 78681
512-568-9608

DATE: March 1, 2012

Bill To:
Hilltop Hospitality, Inc.
5990 Western Hills Drive
Norcross, GA 30071

DESCRIPTION	AMOUNT
Starter Cloud Hosting & Email Service - daysinn-atlanta.com (03-01-2012 to 09-01-2012)	\$ 90.00
	
TOTAL	\$ 90.00



NC000004



HILLTOP HOSPITALITY, INC.
DBA: DAYS INN
5990 WESTERN HILLS DRIVE
NORCROSS, GA 30071

BANK OF AMERICA
3210 HILCOMB BRIDGE ROAD
NORCROSS, GA 30092
64-5/610

6658

9/3/2012

PAY TO THE
ORDER OF NetCloud

\$90.00

Ninety and 00/100

DOLLARS

NetCloud
8813 Glen Canyon Drive
RoundRock, TX 78681

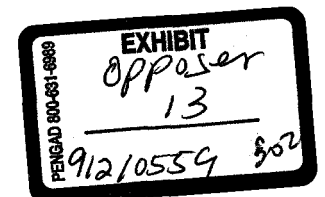
MEMO

Cloud hosting-6 Months catagoty Computers & Inter

[Signature]
AUTHORIZED SIGNATURE

⑈006658⑈ ⑆061000052⑆ 003254711346⑈


NC000001



x *Alschuler*

NC000002

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

 <p>Security Features</p> <ul style="list-style-type: none"> • Tamper-Resistant • Self-Destructive • Self-Encrypting • Self-Verifying • Self-Healing • Self-Protecting 	<p>Results of document alteration</p> <ul style="list-style-type: none"> • Document is altered • Document is destroyed • Document is encrypted • Document is verified • Document is healed • Document is protected
--	---

3. Padlock design is a certification mark of Check Payment Systems Association.



2012-07-27
Invoice 1556950 pg 1/1

Invoice to: Mehul Satasia
NetCloud
8813 Glen Canyon Drive

Round Rock, Texas 78681
US

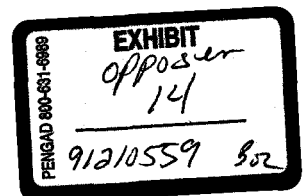
Item
(linode225015) Linode 512

Start	End	Set Up	Recurring
2012-07-27	2012-08-31	US\$0.00	US\$23.62

Total: US\$23.62

329 E. Jimmie Leeds Road, Galloway, NJ 08205

T: 609-593-7103 F: 615-250-4945 W: <http://www.linode.com/>



NC000007



2012-09-01
Invoice 1673121 pg 1/1

Invoice to: Mehul Satasia
NetCloud
8813 Glen Canyon Drive

Round Rock, Texas 78681
US

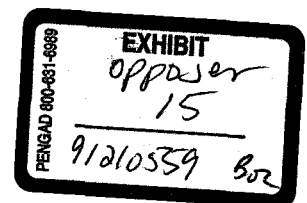
Item
(linode226828) Linode 512
(linode225015) Linode 512

Start	End	Set Up	Recurring
2012-09-01	2012-09-30	US\$0.00	US\$19.95
2012-09-01	2012-09-30	US\$0.00	US\$19.95

Total: US\$39.90

329 E. Jimmie Leeds Road, Galloway, NJ 08205

T: 609-593-7103 F: 615-250-4945 W: <http://www.linode.com/>



NC000008



2012-10-01
Invoice 1739580 pg 1/1

Invoice to: Mehul Satasia
NetCloud
8813 Glen Canyon Drive

Round Rock, Texas 78681
US

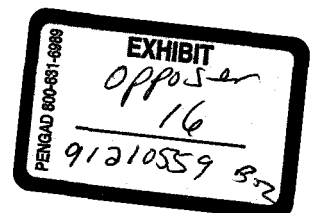
Item
(linode238205) Linode 512
(linode226828) Linode 512
(linode225015) Linode 1024

Start	End	Set Up	Recurring
2012-10-01	2012-10-31	US\$0.00	US\$19.95
2012-10-01	2012-10-31	US\$0.00	US\$19.95
2012-10-01	2012-10-31	US\$0.00	US\$39.95

Total: US\$79.85

329 E. Jimmie Leeds Road, Galloway, NJ 08205

T: 609-593-7103 F: 615-250-4945 W: <http://www.linode.com/>



NC000009



2012-11-01
Invoice 1808414 pg 1/1

Invoice to: Mehul Satasia
NetCloud
8813 Glen Canyon Drive

Round Rock, Texas 78681
US

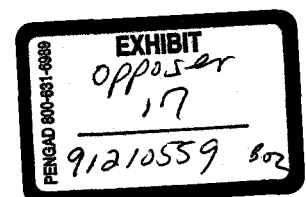
Item
(linode226828) Linode 512
(linode225015) Linode 1024

Start	End	Set Up	Recurring
2012-11-01	2012-11-30	US\$0.00	US\$19.95
2012-11-01	2012-11-30	US\$0.00	US\$39.95

Total: US\$59.90

329 E. Jimmie Leeds Road, Galloway, NJ 08205

T: 609-593-7103 F: 615-250-4945 W: <http://www.linode.com/>



NC000010



2013-01-01
Invoice 1944221 pg 1/1

Invoice to: Mehul Satasia
NetCloud, LLC
8813 Glen Canyon Drive

Round Rock, Texas 78681
US

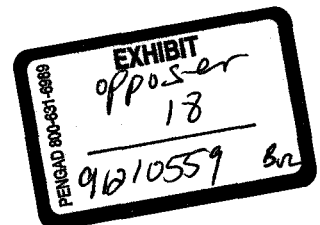
Item
(linode226828) Linode 512
(linode225015) Linode 1024

Start	End	Set Up	Recurring
2013-01-01	2013-01-31	US\$0.00	US\$19.95
2013-01-01	2013-01-31	US\$0.00	US\$39.95

Total: US\$59.90

329 E. Jimmie Leeds Road, Galloway, NJ 08205

T: 609-593-7103 F: 615-250-4945 W: <http://www.linode.com/>



NC000011



webprosyst
ONLINE MARKETING AGENCY

To:
NetCloud
Mehul Satasia
8813 Glen Canyon Dr Round Rock, TX 78681
Phone: (512) 568-9608

February 10, 2012

Invoice# 01

NetCloud Custom website design & development Invoice

Scope of Services

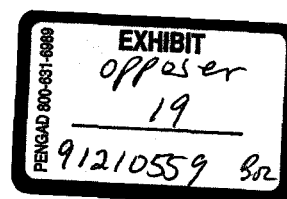
Design, Creative & Strategy	Development	Integration
<ul style="list-style-type: none">• Discuss design & strategy - completed• Logo design - completed• Branding• Custom icons & graphics• Custom website design with multiple concepts and revisions• Wordpress blog matching website• SEO strategy from start• Drop down menus• Banners & main page sliding gallery	<ul style="list-style-type: none">• CSS validated HTML• Cross browser code• Up to 35 pages• WordPress theme integration• Lead capture and order forms if needed• SEO optimized coding & structure• JQUERY gallery and slider	<ul style="list-style-type: none">• Billing module integration with design• Live chat• WHCMS or Hostbill• WordPress Blog

TOTAL PROJECT COST: \$5,000

Payment Installments: 3 Installments	
First Payment (due net 90 days)	\$1,000
Second Payment	\$2,000
Final Payment	\$2,000

PayPal payment address:

ruth@webprosyst.com



Transaction Details

Payment Sent (Unique Transaction ID # 8GS701191P865892R)

Original Transaction				
Date	Type	Status	Details	Amount
Apr 18, 2012	Payment To Ruth Pham	Completed	...	-\$1,000.00 USD

Related Transaction				
Date	Type	Status	Details	Amount
Apr 18, 2012	Charge From Credit Card	Completed	Details	\$1,000.00 USD

Sent to Ruth Pham (The recipient of this payment is Verified)

Email ruth@webprosys.com

Amount sent -\$1,000.00 USD

Fee amount \$0.00 USD

Net amount -\$1,000.00 USD

Date Apr 18, 2012

Time 09:07:27 PDT

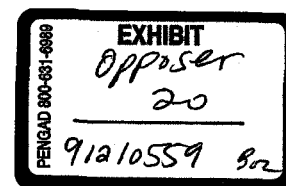
Status Completed

Subject NetCloud

Funding Type Credit Card

Funding Source \$1,000.00 USD - MasterCard Credit Card XXXX-XXXX-XXXX-9201

This transaction will appear on your bill as "PAYPAL *RUTH".

[Return to History](#)



HostRocket.com
ADVANCED HOSTING SOLUTIONS

HostRocket Web Services

21 Corporate Drive
Suite 203
Clifton Park NY 12065

PAID

Invoice #893612851

Invoice Date: 05/01/2012

Due Date: 05/15/2012

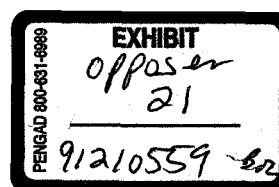
Invoiced To

NetCloud
ATTN: Mehul Satasia
8813 Glen Canyon Drive
Round Rock, Texas, 78681
United States

Description	Total
RocketOrbit - netcloud.com (05/15/2012 - 05/14/2014)	\$119.76 USD
Sub Total	\$119.76 USD
Credit	\$0.00 USD
Total	\$119.76 USD

Transactions

Transaction Date	Gateway	Transaction ID	Amount
05/15/2012	PayPal	VKVE4B7B3C8C	\$119.76 USD
Balance			\$0.00 USD



NC000005

NETDEPOT a GNAX Company

Attn: Accounts Receivable
1100 White Street, SW
Atlanta, Georgia 30310

Invoice #97188

Invoice Date: 05/06/2013

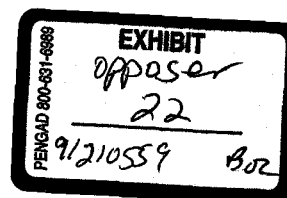
Due Date: 05/14/2013

Invoiced To

NetCloud, LLC
ATTN: Mehul Satasia
8813 Glen Canyon Drive
Round Rock, TX, 78681
United States

PAID

Description	Amount
Unmanaged Computer Related Services - Intel Core 2 Quad Q9550 Yorkfield - ND-11851 (05/14/2013 - 06/13/2013) Datacenter Location: Atlanta, Georgia Hard Drive Bay 2: 146 GB SAS 15K Hard Drive (Monthly) Hard Drive Bay 3: None Hard Drive Bay 4: None RAID: RAID 1 (Buydown) Bandwidth: 100 Mbps Burstable (100 Mbps Uplink) IP Addresses: 8 IP Addresses (Included) Operating System: CentOS 5.x (32 bit) Control Panel License: cPanel/WHM Database Software: None iSCSI SQL High-Performance Transaction SAN: None Hardware Firewall: None Hardware Load Balancer: None Server Management: Self-managed (FREE) Application Monitoring Service Level: None Number of AppMonitor Professional Level Servers: 0 x \$199.00 USD Number of AppMonitor Premier Level Servers (5 minimum): 0 x \$159.00 USD Who helped you with your order?: No one	\$219.20 USD
Sub Total	\$219.20 USD
Credit	\$0.00 USD
Total	\$219.20 USD





FDCservers.NET LLC
141 W Jackson blvd #1135
Chicago, IL 60604

Invoice Date: Sep/14/2013
Invoice Due Date: Sep/15/2013
Invoice Number: 10419-1426391

Invoice

Bill To: NetCloud, LLC
Attn: Mehul Satasia
8813 Glen Canyon Drive
Round Rock, TX 78681
US

Prior Balance	\$	145.00
Payments	\$	(145.00)
Unpaid Balance	\$	0.00
Current Charges	\$	145.00
Taxes	\$	0.00
Account Credits	\$	(0.00)
Total Current Charges	\$	145.00
Account Balance: as of Sep/14/2013	\$	145.00

Notes: This invoice has been scheduled to be automatically paid on Sep/15/2013.
If there are any problems or concerns please contact
billing@fdcservers.net.

Current Charges

ID#	Service Items	Date Range	Unit Price	Quantity	Discount	Total Due
64990	67.159.60.100 (CDED) Chicago cpu: Quad Core 6600 ram: 8GB hdd: HW RAID-1 2 x 3TB bandwidth: 1,000GB a month (3TB first month) os: CentOS control panel: cPanel \$145/mon	Sep/15/2013 - Oct/15/2013	\$ 145.00	1		\$ 145.00

Total Current Charges: \$ 145.00

Payment History as of Sep/19/2013

Date	Payment Type	Details	Amount
Sep/15/2013	Credit card charge	6194	\$ (145.00)
Total Payments:			\$ (145.00)

Aging Invoice Balance

Current	1-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days
\$ 145.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

